

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

ALVIN LUCKETT,	)	8:15CV121
	)	
Plaintiff,	)	
	)	
v.	)	<b>MEMORANDUM</b>
	)	<b>AND ORDER</b>
GREG WALKER,	)	
	)	
Defendant.	)	

On April 13, 2015, Alvin Luckett mailed two documents to the clerk's office of the United States District Court for the District of Nebraska, a "Motion for Writ of Replevin" (Filing No. [1](#)) and an Application to Proceed in Forma Pauperis (Filing No. [2](#)). The caption in both documents suggests that Luckett intended to file this action in the state courts of Mississippi. (*See* case caption in Filing No. [1 at CM/ECF p. 1](#) ("IN THE JUSTICE COURT OF UNKNOWN COUNTY, MISSISSIPPI") and case caption in Filing No. [2 at CM/ECF p. 1](#) ("APPLICATION TO PROCEED IN FORMA PAUPERIS IN THE COURTS OF THE STATE OF MISSISSIPPI").) Thus, because it appears from the face of the pleadings that Luckett did not intend to file an action in *this* court, the undersigned judge will strike its prior order granting Luckett leave to proceed in forma paupers in this action, and will dismiss this matter without prejudice to reassertion in the intended forum.

IT IS THEREFORE ORDERED that:

1. This case is dismissed without prejudice to reassertion of an action in the intended forum.

2. The court's Memorandum and Order granting Luckett's Motion for Leave to Proceed in Forma Pauperis (Filing No. [7](#)) is stricken, and Plaintiff's Motion for Leave to Proceed in Forma Pauperis (Filing No. [2](#)) is denied. Luckett will not be obligated to pay the filing fee for this action because it does not appear that Luckett intended to file a new civil action in this court.

3. The court will enter judgment by a separate order.

DATED this 22nd day of October, 2015.

BY THE COURT:

*s/ John M. Gerrard*  
United States District Judge

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